



## **City of Fredericksburg, Virginia Request for Proposal**

### **Sale of City Property**

**The Historic Downman House (Idlewild)  
and Additional Acreage (up to 16 acres total) at  
1501 Gateway Boulevard**



## **REQUEST FOR PROPOSAL**

The City of Fredericksburg, Virginia desires to sell the historic Downman House and additional acreage, up to 16 acres total, located at 1501 Gateway Boulevard, in the City of Fredericksburg, for use as a residence or an approved adaptive reuse.

### **I. THE PROPERTY**

a. Description - The house known as Idlewild was a two and one-half story, Gothic Revival, brick dwelling constructed in 1859. Its fire damaged shell sits on a hilltop, 2,600 feet south of Plank Road (State Route 3). The northbound lane of I-95 is situated 950 feet to the west of the house. There are three associated brick dependencies and a pet cemetery nearby.

b. Condition - A fire in April 2003 destroyed most of the interior of the house and collapsed the roof. The brick walls remain intact and are braced with steel supports, which will provide lateral stability until the interior framing can be reestablished. The window openings and surviving floors are braced with wooden posts and beams. The debris from the fire has been removed.

The engineering firm of Froehling and Robertson, Inc. analyzed a brick from a heavily fire-damaged wall and determined that its strength had not been compromised by the 2003 fire. This firm also analyzed the mortar that had been subjected to heat from the fire. The lime in the mortar of the interior walls was found to be compromised and these joints will require repair. The mortar in the exterior walls was not affected by fire exposure. A full evaluation of the building and a detailed treatment plan were developed in 2006 by the firm of Shaffer, Wilson, Sarver & Gray, PC and is available upon request.

The three brick dependencies are in various stages of disrepair.

c. Historic Significance - The property is listed on the National Register of Historic Places for its historic associations. The original owners, William Yates Downman and his wife Mary, were a well established Virginia family descended from William Downman, who is on record as owning land in Northumberland County (later Lancaster County) as early as 1649. The farm was also a scene of battle during the Chancellorsville campaign. Confederate General Robert E. Lee made his headquarters in the house on May 4-5, 1863. The architectural style is one of only a few examples of Gothic Revival in the Fredericksburg area. The period of significance is 1859-1865.

d. Zoning - The property is zoned Planned Development – Residential (PD-R). Permitted uses include residential (both single-family and multi-family) with conditions. Uses other than residential include offices, restaurants, and other appropriate uses consistent with the Idlewild development, as approved by the City Council.

e. Potential Tax Credits – The Property is listed on the National Register of Historic Places, which gives an owner the option to apply for state and federal historic preservation tax credits, depending on the nature of the proposed construction.

f. Additional Acreage – The Downman House sits on a 6.624 acre parcel, which does not include any frontage on Gateway Boulevard. The City owns the intervening acreage and will sell up to 7 additional acres, to allow for a driveway to Gateway Boulevard as well as to buffer the Downman House from any future development on the City’s remaining 20 acres. The City owns additional land along Hazel Run that includes the slope in front of the house that faces north (toward Home Depot and State Route 3). If a buyer desires to control the vegetation and the historic view of the house, the City will sell an additional 2 acres (approximately) in that area. All told, the City will consider the sale of up to 16 acres.

## II. REQUIREMENTS

### a. Submittals

1. Each respondent must complete and submit a Proposal Form (Exhibit A).
2. Proposals must be submitted with original signature.
3. Proposals must be received no later than 2:00 p.m. on Friday, March 2, 2012. Proposals received after that time will not be considered.
4. Proposals must be received in the following location:

Attention: Beverly R. Cameron  
Office of the City Manager  
715 Princess Anne Street, Room 203  
Fredericksburg, VA 22401

5. Proposal packages must be complete by the stated deadline.
6. Proposals submitted by telephone, facsimile, or e-mail will not be considered.

### b. Proposal Contents

1. Total purchase price to be paid to the City, in exchange for the Property, at closing.
2. Total desired acreage to be exchanged.
3. Plans (conceptual or better) for development of the Property.

## III. TERMS OF SALE

The selected respondent, by submitting a proposal, agrees to the following terms of sale should her/his/its proposal be accepted.

- a. Property: Fee simple title to the Property, as agreed to by the City. The exact acreage of the Property shall be determined by a survey, prepared at the Buyer’s expense.

b. Purchase Price: The price offered in a proposal for the Property shall be payable at closing, in cash or by certified check.

c. Purchase Agreement: The Purchaser shall sign a Purchase Agreement within 120 days after being notified of City Council approval of sale.

d. Deposit: Purchaser shall deposit \$50,000 at the execution of the Purchase Agreement. The deposit shall be non-refundable. The deposit shall be applied to the Purchase Price at closing.

e. Closing: Closing shall occur no more than 30 days after Purchaser has obtained all requisite approvals for construction/development.

f. Cost and Expenses: Purchaser and Seller shall each pay their respective attorney's fees. All recording fees and taxes (other than the Grantor's tax) shall be borne by Purchaser. Real estate taxes shall be prorated as of the date of sale. Purchaser shall pay for all costs and expenses in connection with the survey, construction and development of the Property.

g. As Is/Where Is: The Property shall be conveyed AS IS, WHERE IS.

h. Deed Restriction: The Property will be conveyed to the selected purchaser subject to a deed restriction that precludes subdividing the Property. Property is currently zoned PD-R.

i. Construction Deadlines: Purchaser must commence construction on or before the date that is one year after closing on the Property. Purchaser must complete construction on or before the date that is three years after closing on the Property.

j. Risk of Loss: Risk of loss or damage to all or any portion of the Property (other than loss or damage caused by the selected respondent or its agents) shall remain upon the City until transfer of possession of such portion of the Property to the selected respondent.

k. City Council Action: The Purchase Agreement will be contingent upon City Council action.

l. Public Access after Sale: The City does not desire to enter into any sort of partnership for development of the Property and has no requirement that the Purchaser open the Property to the Public following sale.

#### IV. LAWS AND REGULATIONS

All construction shall be subject to all applicable local, state and federal laws and regulations. The Fredericksburg Planning staff will monitor compliance with agreed upon preservation plans and standards for the historic house.

## V. REVIEW AND SELECTION

The City will evaluate the proposals based on several criteria, including the offered Purchase Price; the credentials of the respondent; the compatibility of the proposed design with the design and development criteria described in Part VIII (below); and the best interests of the City. The participants will be notified by mail of the City's selection. The City reserves the right to reject any and all proposals and to select the proposal that it deems is in the best interests of the City, even if it is not the highest Purchase Price. The selection among the proposals shall be at the sole discretion of the City Council. Only responsive and responsible proposals will be considered. Proposals that attempt to change or do not meet the requirements of this Request for Proposals may be rejected as being non-responsive.

Each proposal shall be considered a valid offer until the City notifies participants that it has selected a proposal.

If a proposal is selected, the City will notify the selected Purchaser and will prepare a Purchase Agreement setting forth the terms of sale consistent with the terms in this Request for Proposals and the Purchaser's proposal. The Purchase Agreement will be put on the City Council's Agenda for a public hearing and formal approval pursuant to applicable laws and procedures. The Purchaser will be expected to sign the Purchase Agreement following City Council approval.

## VI. CLOSING PROCEDURE

The City Attorney's Office will prepare the Purchase Agreement between the City and the Purchaser and coordinate the sale of the property to the Purchaser. The Purchase Agreement will include a provision that the Purchaser will forfeit the surety or that the Property will revert to the City if the Purchaser does not fully comply with all terms of the Purchase Agreement.

## VII. DISQUALIFICATION

Employees of the City of Fredericksburg are disqualified from submitting a proposal.

## VIII. DESIGN AND DEVELOPMENT CRITERIA

These design guidelines were created to ensure that the historic house is appropriately treated, while providing the widest latitude for any adaptive reuse. If a Purchaser seeks historic preservation tax credits, the requirements of the Virginia Department of Historic Resources and the National Park Service will be handled by those agencies.

a. Character Defining Features – The character defining features of the Downman House are evident from the form and features that survived the 2003 fire and from photographs taken before the fire. The following defining features will need to be addressed when developing construction plans:

1. Building form
2. Slate roof

3. One story wrap-around veranda
4. Chimneys
5. Windows and exterior window detailing
6. Verge boards and finials
7. Doors and door surrounds

b. Historic Integrity Compromised – The City recognizes that the house no longer retains its historic integrity due to the 2003 fire. Considerable data is available, however, to support a sensitive restoration of the Gothic Revival features. While reconstruction with traditional building materials such as masonry and wood are preferable, substitute materials of an appropriate quality are acceptable if they will have the same visual appearance as the historic fabric.

c. Recommended Treatments – The following treatments are considered acceptable for the reconstruction/adaptive reuse of the historic house. These materials may or may not be considered appropriate by state and federal agencies if a Purchaser also decides to seek state and federal tax credits for historic preservation. Coordination with state and federal agencies will be the responsibility of the Purchaser.

1. Building form – Based on certain physical evidence, the 2006 Treatment Plan (p. 3.9) suggests that the kitchen wing might be a later addition. The nature of the bricks on the connecting wall between the main house and the kitchen wing, however, indicates that the kitchen wing is part of the original building form. If a buyer desires to remove the kitchen wing, to ostensibly restore the house to its period of significance (1859-1865), then the buyer will need to convince the City that the kitchen wing is, in fact, an addition, prior to sale.

Since the mortar binder of the interior brick walls was compromised by the fire, repointing all affected areas with an appropriate mortar mix will be necessary to restore the integrity of the masonry walls.

2. Slate roof – The original roof was slate, with metal snow guards. Reinstallation of a slate roof is preferred, but a synthetic slate with at least a 50 percent limestone content will be an acceptable substitute.

3. One story wrap-around veranda – Components of the posts, railings, and trim are available for guiding replication. The mortar in the masonry piers has deteriorated and these features will require reconstruction.

4. Chimneys – The chimneys are standing, but cracked. They require repair and repointing, with appropriate mortar.

5. Windows and exterior window detailing – New windows are needed throughout the house and double pane units will be allowed as long as they incorporate exterior muntins. Fiberglass or vinyl clad units will be acceptable. The ornamental copper hoods and exterior wood trim will need to be reestablished, although a molecular PVC trim will be allowed, as this material can be cut and shaped to the dimensions of the original fabric and painted.

6. Verge boards and finials will need to be reestablished. Where structurally feasible, a molecular PVC material may be substituted for the original wood fabric.

7. Doors and door surrounds – The fire damaged front door is available on site to be refurbished or to guide reconstruction. The transom and sidelights may be reestablished with double pane glass.

c. Outbuildings – The three brick outbuildings are listed as contributing structures on the National Register of Historic Places and would need to be addressed if a Purchaser seeks state and federal historic preservation tax credits. The City, however, will impose no requirement that these outbuildings be preserved, as a condition of sale.

## IX. INFORMATION

For additional information about this Request for Proposals, please contact Erik F. Nelson at 540-372-1179, Monday-Friday between 8:15 a.m. and 4:30 p.m.

**EXHIBIT A**  
**PROPOSAL FORM FOR PURCHASE**  
**of the Historic Downman House and Additional Acreage at**  
**1501 Gateway Boulevard**

Beverly R. Cameron, City Manager  
City of Fredericksburg  
715 Princess Anne Street  
Fredericksburg, VA 22401

The undersigned hereby declares that he/she has examined the Request for Proposals, and that he/she has/has not inspected the property and agrees to accept it 'as is' without warranty by the Seller as to its condition, value or usefulness for any purpose, except as may be specified in the Request for Proposals.

The undersigned hereby offers to purchase the property located in the City of Fredericksburg upon the terms and conditions stated in the Request for Proposals for the sum of \$ \_\_\_\_\_.

The undersigned further agrees, upon signing a Purchase Agreement for the Property, that he/she will pay the required deposit of \$50,000.00, and the balance of the purchase price upon delivery of the deed.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment(s):

- Conceptual Plans
- Other information pertinent to the development of the Property